

FROM WEDNESDAY'S DAILY, NOV. 13.

THE CHURCH RECORDS.

The Receiver Wants Everything in that Line to Date.

Today a specific and peremptory demand was made for all of the Church records, account books, notes, stocks, money, etc., by Marshal Dyer, in his capacity as Receiver. Mr. Dyer was accompanied by his attorney, P. L. Williams, and Deputy Pratt, and the discussion became somewhat animated before it closed. The first demand was made upon Mr. David McKenzie, who informed Mr. Williams that he had no charge or possession of any property except the President's Office account books since March 1st, 1887. Mr. Williams said he wanted those, but Mr. McKenzie declined to surrender them, remarking that they were not the property of the Church corporation, but belonged to the office of the President of the Church. Mr. Williams insisted that it was all the same, he wanted possession of them. "And," said he, further, "we want all the books since 1862; if you can't get them, get somebody else to." This Mr. McKenzie said he could not do.

Mr. Williams—Do you refuse to obey the order of the court?

Mr. McKenzie—Certainly not. I have nothing to do with them.

Mr. Williams—We want those books turned over according to our demand, or we want your refusal to do so. I think the court's order includes all of them.

Mr. McKenzie—There is a difference of opinion on that subject. I will not give you a refusal to obey the court's order, because I have nothing to do with it. I will hunt up the attorney, Mr. Young, if you will wait a short time.

Mr. Williams—We have waited long enough. We want the books, or your refusal to surrender them.

Mr. McKenzie again insisted that he had no power to act in the premises, and after some argument induced Mr. Williams to wait until Le Grand Young could be communicated with.

The visitors then left the office, but just outside they met Mr. Young, and all returned.

Mr. Williams then made a formal demand upon Mr. Young that he surrender all moneys, stocks, bonds, books, records, and personal property of the Church. This surrender was to include all of the account books and moneys up to date, including those of the President's office since March 1st, 1887. If this was not done, he demanded that Mr. Young state that he would refuse to obey the order of the court.

Mr. Young replied—We refuse you nothing the order calls for. That includes all stocks, bonds, books, moneys, etc., belonging to the Church corporation; and so far as I am concerned you will get them; the court will not be resisted. But the records of the Church and the books of this office you have no right to, and we will refuse to surrender them; the order as applied by you is unconstitutional, but if the court compels us we will not resist. We want to be heard on it, however. We protest against your taking them; we will not resist, but you take them at your own risk.

Mr. Williams—We are tired of waiting, and want what the order calls for.

Mr. Dyer—Have you any money, bonds, stocks, etc.?

Mr. McKenzie—No, sir; only the books kept since March 1st. James Jack has always attended to the business personally for the Church in the handling of the cash, etc.

Mr. Williams—Who did it in his absence?

Mr. McKenzie—No one was authorized to act for him.

Mr. Williams—How long has Jack been chief clerk?

Mr. McKenzie—Ever since Mr. El-lerbeck left, perhaps 20 years.

Mr. Dyer—Have you received any moneys lately?

Mr. McKenzie—No, the people are not paying in money to be seized by you.

Mr. Young—I protest against you taking the books of this office.

Mr. Williams—Will you deliver the books under protest?

Mr. Young—We will not deliver the books, but we will not resist. You can take the books, of course, but we will not deliver them. We protest against your touching them.

Mr. Williams—Where is the money, bonds, stocks, etc.?

Mr. Young—I do not know; if I did you would have those—that is, all the order calls for.

Mr. Williams—Where are the valuables on deposit?

Mr. McKenzie—You will have to see Mr. Jack; I do not know.

Mr. Dyer—Haven't you a Church safe?

Mr. McKenzie—There are a number of safes here. There are no notes in my hands, or other valuables.

Mr. Young—If you take that safe, you do it at your peril.

Mr. Williams—I think we will take that safe. The question is, will the court be balked because James Jack is away? There has been an abuse of confidence in asking us to wait a day or two until Jack should come; he has not even been sent for.

Mr. Young—There has been no abuse of confidence. Mr. Jack's whereabouts are now known, at Pasadena, California. He will be communicated with. He has never been served with process.

Mr. Williams—We think he has.

Mr. Young—We did all we agreed to

do, and if you would wait a reasonable time you would lose nothing by it. I will advise Mr. Jack to come.

Mr. Williams—He is the man that does the business for the Church, and is bound as its representative by the Court's order. If he was sent for by you he would come.

Mr. Young—We have done as we agreed to, and your statement that confidence has been abused is unfair and unjust.

Mr. Williams—He has not been asked to come.

Mr. Young—I asked that he be sent for, and now that we know where he is, we'll send for him. We will turn over all stocks, money and bonds, as the order calls for them. But you take the books at your peril. We will resist that to the bitter end, in a legal way.

Mr. Williams—Are there two Church safes?

Mr. McKenzie—I do not know. I do not say there is one. There is one that is used by Mr. Jack alone—that is the large one. It may be the property of the Territory.

The safe was examined by the parties.

Mr. Young remarked—You will not lose anything by waiting till Mr. Jack gets home.

Mr. Williams—I think you have been imposed upon by these people you represent.

Mr. Young—I think not. Mr. Jack will be here before you want him.

Mr. Williams—I think he is in contempt now.

Mr. Young—No he is not. Why, he was not here when the order was made appointing a receiver.

Mr. Williams—Well, he knew that such an order was coming.

Mr. McKenzie—No, he did not, as I know from remarks made by him. He had been contemplating the trip for months. It is not an attempt to dodge anything. He received no notice before he left.

Mr. Dyer—Who is the next in authority, higher, to Mr. Jack?

Mr. McKenzie—The President of the Church.

Mr. Young—I feel certain the receiver would not be justified by the court in taking the books under protest. I would give up all stocks, books, or property, as soon as it can be done, but not the records, nor the books and money in the President's Office since March 1st.

Mr. Williams—Mr. Jack could be got here by men who are now on the underground. There is nobody here, it seems, to take any responsibility. The Apostles of the Church are parties to the suit. They should either band over these things or refuse to do so.

Mr. Young—They say they haven't got them. Mr. Jack can't give you the books since 1862. He hasn't got them.

Mr. Williams—They are somewhere or have been destroyed, and we want them.

Mr. Young—You will get all you are entitled to so far as I am concerned. We will not resist the court.

Mr. Williams—Oh I don't doubt that, so far as you are concerned, but I think these people will not. It looks to me that the Marshal will have to come and take this property.

Mr. Young (emphatically)—That safe will not be moved till Mr. Jack comes. If it is the Church safe you can take it. You will have to take the books under protest; we will not voluntarily surrender them.

Mr. Williams—Well, why don't you refuse?

Mr. Young—Because we will not resist the court's order.

Mr. Williams—Well, surrender them.

Mr. Young—No, I will not. You have no right to them under that order. You understand exactly how the situation is, and it is not necessary to argue matters any further.

Mr. Williams—Well there seems to be nobody here who has anything to do with this property, or who will answer one way or the other. I suppose the marshal must come and take possession of it.

With this the discussion was brought to an end and the receiver and his attorney departed. The next step will be watched with interest.

FROM FRIDAY'S DAILY NOVEMBER 25.

From the South.

Brothers Jonathan Heaton and Henry Blackburn, influential residents of Orderville, Kane County, are in the city investing in wagons, machinery, etc., for themselves and neighbors. Five wagons and a considerable quantity of machinery, purchased by them, were billed by the Co-op Wagon and Machine Co. this morning.

The Big Assignment.

On Wednesday night, M. H. Lipman, a Main Street clothier, closed his place of business, and made an assignment to Josiah Barnett, of McCornick's bank. The liabilities reach nearly \$70,000. Mr. Lipman thinks he will have ample assets to meet the whole amount.

Poison Taken Accidentally.

Yesterday afternoon a newsboy named Ryde Kinsell, with a number of companions, was taking a walk in the month of City Creek Cañon, when the boy named picked up a bottle and took a drink from it. He was shortly afterwards taken ill, and on returning home his condition was such that a physician was sent for. His symptoms indicated poisoning, but proper treatment soon placed him out of danger.

Collar Bone Broken.

About ten days ago a number of small boys were engaged in playing "crack the whip." One of them, James Burt, of the Sixth Ward, was thrown to the ground and hurt, but it was thought to be only a bruise, so no attention was paid to it. The injury kept getting more painful, however, and yesterday he was taken to Dr. Anderson, who found that the collar bone had been broken. The doctor gave the injury proper attention.

The Calton Case.

Tomorrow, between the hours of 10 a. m. and 2 p. m., is the time which was fixed by Judge Boreman for the execution of Andrew Calton, convicted of the murder of Michael Cullen. Owing to the error made in sentencing Calton to be publicly executed, the judgment will not be carried into effect.

A stay of proceedings in the case has been granted by Judge Boreman, and the attorneys for the defendant will take an appeal to the Supreme Court.

Robert Hazen Arrested.

On Wednesday afternoon the deputy marshals had better luck at Brighton than they did the day before at Mill Creek. At the latter place they sought to arrest Moses Wilkinson, but when they attempted to serve the warrant he was not there. At Brighton, however, Robert Hazen was placed under arrest, and on being ushered into the presence of Commissioner Norrell he stated that he had lived with both his wives up to March 1st, 1887. He was released on giving \$1,000 bonds to appear for trial on the charge of unlawful cohabitation.

Sad Bereavement.

Much sympathy has been excited in the community for Mr. Charles S. Kimball and wife and their family, in their sad bereavement by the death of Miss Vilac Kimball, who expired yesterday afternoon, November 24th, the cause being diphtheria. The deceased was aged 18 years and was greatly esteemed for many lovable qualities by a host of friends.

Owing to the character of the malady which carried the young lady off, no services were held in the city, but were conducted today at the cemetery, the remains being followed to the grave by a large company.

Probate Court.

On Wednesday, in the Salt Lake County Probate Court, the following business was transacted:

In the matter of the estate of John Preece, deceased; petition for admission to probate of a certain document filed in this court November, 1887, purporting to be the last will and testament of John Preece, deceased; proof of mailing notice of the time and place of hearing said document made; proof of publication of notice of the time and place of hearing said petition made.

In the matter of the estate of Jacob Jensen, deceased; final discharge of executors made and filed.

In the matter of the estate of James B. Johnson, deceased; final discharge of administrators.

Released and Arrested.

Today Bishop Wm. Jones and Joseph P. Barton, of Paragonah, Samuel Worthen, of Panguitch, and Alexander Orton, of Parowan, were released from the penitentiary, each having served the full term for unlawful cohabitation. Each was sentenced to pay a fine of \$300 in addition to the imprisonment, but their examination as to the amount of property owned by them, held before Commissioner Norrell today, resulted in their discharge.

Immediately after the Commissioner made the order of release, Mr. Barton, who is postmaster at Paragonah, was arrested on a charge of making false returns to the Postoffice Department which was preferred by E. A. Franks. He waived examination and his bonds were fixed at \$1,500. He was looking for bondsmen when we went to press.

Plain City.

Yesterday morning a fire broke out in the ceiling of the schoolhouse in progress, and had it not been for the vigorous efforts of a number of men who gathered to the spot, the building would doubtless have been destroyed. As it was, very little damage was done. The flames are thought to have originated from the piping getting overheated and setting fire to the woodwork of the ceiling.

There are eight cases of measles in Plain City, and it is expected there will be a number of others, as several persons were exposed before the true nature of the disease was discovered. One of those who are already sick is deemed to be in a serious condition, and is not expected to recover. The school will be closed on Friday next, to remain so until the further progress of the disease is checked.—Ogden Herald, Nov. 24.

President's Office Seized.

On Wednesday afternoon, after the News went to press, came the sequel of Marshal Dyer's demand for the books and property of the President's office subsequent to March 1st. After the explanation given that the books, etc., in the office were not the property of the Church corporation, but the private property

of the office of the President of the Church, and that the account books carried no balances from and were not connected with the Trustee-in-Trust accounts prior to March 3, 1887, the Marshal and his companions retired. But about 4:30 p. m. they returned, accompanied by United States District Attorney Peters and several others, and took absolute control and possession of the premises. The protest of these in charge, that it was not the property of the Church corporation that was being thus seized without due process of law, was unheeded. The Marshal placed two of his deputies, Dyer and Rippetto, in charge, and dismissed all of the clerks, summarily closing the business of the office. Messrs. McKenzie and Rossiter, for the Street Car company and the B. Y. estate, were permitted to temporarily occupy their desks for the transaction of their business, but everything else was stopped. The place is now under the surveillance of the Marshal's agents.

THE LEASE.

The Agreement Under which the Property is Now Used.

As there has been considerable inquiry as to the exact terms under which the Tithing Office, Historian's Office and Temple Block are now being used, we herewith present the lease in full regarding the first two places named. That with reference to the Temple Block is in the same words except as to the description of the property and rent to be paid:

THIS INDENTURE,

made the 15th day of November, in the year of our Lord one thousand, eight hundred and eighty-seven, between Frank H. Dyer, of the city and county of Salt Lake, Territory of Utah, as Receiver of the late corporation of the Church of Jesus Christ of Latter-day Saints, the party of the first part, and William B. Preston, Robert T. Burton and John R. Winder, all of the same place, the parties of the second part, witnesseseth, that the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned and reserved to be paid, kept and performed by the said parties of the first part, their executors, administrators and assigns, has remised, leased, let, and by these presents does remise, lease and let unto the said parties of the second part, their executors, administrators and assigns, all those premises situate, lying and being in the City of Salt Lake, County of Salt Lake and Territory of Utah, and particularly described as follows, to wit:

All the lands, tenements and appurtenances situated in Block 88, Plat "A," Salt Lake City survey, designated, known as, and called the Tithing Houses, stores and grounds; also all the lands, tenements and appurtenances situated in Lot six (6), Block 75, in said Plat "A," designated, known as, and called the Historian's Office and grounds.

To have and to hold, the said premises, with the appurtenances unto the said parties of the second part, their executors, administrators and assigns, from the fifteenth day of November, A. D. 1887, for and during and until the termination of the salt between the United States and said Church and others, now pending in the Supreme Court of said Territory, in which the said party of the first part was appointed Receiver as aforesaid, or until the first party is relieved from the further care and custody of said property as such Receiver, subject nevertheless to the approval of said court, and subject also to any and all orders, judgments and decrees of said court in said suit, or of any other court having jurisdiction.

And the said parties of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part, to the said parties of the second part as aforesaid, do covenant and agree with the said party of the first part, his successors, heirs, executors, administrators and assigns, to pay the said party of the first part, his successors, heirs, executors, administrators and assigns, as rent for the said remised premises, the sum of Two Hundred (\$200) Dollars, in lawful money of the United States of America, payable in sums of Two Hundred (\$200) Dollars per month, monthly in advance, upon the first day of each and every month during the continuance of this lease.

And the said parties of the second part hereby covenant and agree with the said party of the first part specifically as follows, to-wit:

First—That at the expiration of the time in this lease mentioned they will yield and deliver up the said remised premises to the said party of the first part in as good order and condition as when the same were entered upon by the said parties of the second part, reasonable use and wear thereof and damage by the elements excepted.

Second—That neither the said second parties nor their legal representatives, will let or underlet said premises or any part thereof, or assign this lease without the written assent of the said party of the first part first had and obtained thereto.

Third—That if the rent above reserved, or any part thereof, shall be unpaid on the day whereon the same is due and payable, and for ten (10) days thereafter; or if default shall be made

in any of the covenants herein contained to be kept by the said parties of the second part, their executors, administrators and assigns, it shall and may be lawful for the said party of the first part, his successors, executors, administrators, agent, attorney or assigns, the said remised premises and every or any part thereof, either with or without legal process, and without giving notice to quit, to re-enter, and the same again to repossess and enjoy as in his first and former state.

Fourth—To pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the said party of the first part.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

FRANK H. DYER, (Receiver, etc., [Seal.]
WM. B. PRESTON, [Seal.]
R. T. BURTON, [Seal.]
JOHN R. WINDER, [Seal.]

Signed, sealed and delivered by Frank H. Dyer, in the presence of

The following named dealers subscribed to the foregoing:

Clayton & Co. G. H. Knowlton,
Lynch & Glusmann, Yeoman & Heath,
W. J. White, Holcomb, Bell & Co.,
W. J. Miles, F. M. McBride,
J. K. Gillespie, C. A. White,
Wilkinson & Dowden, Fulton & Smith,
Westernfield & Crismon.

A committee on constitution and by-laws was appointed, and the meeting adjourned to Tuesday evening next, at 8 o'clock, and a general invitation was extended to real estate dealers to be present.

United States of America.

TERRITORY OF UTAH,
County of Salt Lake. ss.

On this 21st day of November, A. D. one thousand eight hundred and eighty-seven, personally appeared before me, Waldemar Van Cott, a notary public in and for said county, Frank H. Dyer, as receiver of the late Church of Jesus Christ of Latter-day Saints, whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the same person described in, and who executed the said instrument as a party thereto, and duly acknowledged to me that he, such as Receiver, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

WALDEMAR VANCOTT,
[SEAL.] A Notary Public.

FROM SATURDAY'S DAILY NOVEMBER 26.

Shot in the Face.

Last Thursday evening as a young son of Mrs. Jane Hay, of Pleasant Grove, was driving a cow along the county road, he was shot in the face by some one unknown, the bullet entering his cheek. Although the wound is not likely to prove dangerous, it was painful, and will doubtless leave an ugly mark. It is another warning of the danger attending the reckless handling of firearms.

The Forgery Cases.

The following telegram to the St. Louis Globe-Democrat announces the filing of a suit, one of the causes for which was the prosecution of H. E. Friend, in this city, on the charge of forgery:

Wichita, Kansas, Nov. 21.—Papers have been filed in the suit of Howard E. Friend against C. R. Miller and W. E. Earle. The plaintiff claims damages to the amount of \$200,000 for alleged false imprisonment and malicious prosecution. The case has grown out of the arrest of Friend in this city in November last on a charge of embezzling a contract for the sale of some land in this county, which case was thrown out of court. All the parties are well known here. There is much bitter feeling existing, and the case is certain to lead to very sensational developments.

Third District Court.

Proceedings before Judge Zane today:

United States Marshal's accounts approved and allowed.

Frank Wright vs. M. S. Ascheim; stay of proceedings for twenty days.

United States vs. Samuel M. Butcher; unlawful cohabitation; plea of guilty and promise to obey the law; fined \$50 and costs.

Salt Lake Rock Co. vs. John Burbage et al.; dismissed.

Walter Wilcox, et al. vs. J. M. Kennelley; dismissed.

Maria Trim vs. Wm. P. Trim; dismissed.

L. C. Harrick vs. Chas. Nelson et al.; dismissed.

Frederick Heath vs. Salt Lake County et al.; dismissed.

Sarah Kahn vs. Marion Kahn et al.; decree for sale, etc.

United States vs. Thomas F. Harris; convicted of polygamy; motion for a new trial submitted.

Court adjourned to Monday, Nov. 23.